

**Town of Kinderhook  
Planning Board Application**

Jonathan Cavagnaro, Chairman  
Patrick Prendergast, Engineer  
Andrew Howard, Attorney

Building Department (518) 784-2508  
Nataly Dee, Secretary (518) 784-2233  
Town Hall - Fax (518) 784-2203

**CHECK APPROVAL(S) REQUESTED**

<input type="checkbox"/> Minor Subdivision	<input checked="" type="checkbox"/> Special Use Permit	PB No.:	_____
<input type="checkbox"/> Major Subdivision	<input type="checkbox"/> Accessory Apartment	Date Received:	_____
<input checked="" type="checkbox"/> Site Plan Review	<input type="checkbox"/> Home Occupation	Paid:	_____
<input type="checkbox"/> Site Plan Amendment			
<input type="checkbox"/> Subdivision Amendment			

1. Tax Map Designation: Section 13 Block 1 Lot(s) 33.1 & 33.211

2. Physical Address 58-102 Orinsekwa Road, Kinderhook, NY 12106  
(Street No. & Name) (Town) (State) (Zip)

3. Site Location: On the North side of County Road 28  
(direction) (street)  
approximately 685 feet North of Orinsekwa Road  
(street)

4. Total Land Area 71.1 acres Zoning District R-3 Current Use Residential

5. Name of Proposed Development/Establishment: Sun Uncharted Kinderhook

6. Name of Applicant SUN KINDERHOOK LLC Phone No. (248) 208-2595  
Address 27777 Franklin Road, Suite 200, Southfield, MI 48034  
(Street No. & Name) (Town) (State) (Zip)

7. Owner of Record Elle-Kaz, Inc. Phone No. \_\_\_\_\_  
Address 2 Grove Street, Mt. Kisco, NY 10549  
(Street No. & Name) (Town) (State) (Zip)

8. Engineer/Architect/Surveyor CPL -George Schmitt Phone No. (518) 267-3290  
Address 64 Green Street #1, Hudson, NY 12534  
(Street No. & Name) (Town) (State) (Zip)

9. Attorney \_\_\_\_\_ Phone No. \_\_\_\_\_  
Address \_\_\_\_\_  
(Street No. & Name) (Town) (State) (Zip)

10. PROPOSAL : Use Glamping Resort No. of Lots 1 No. of Parking Spaces 143  
No. of Buildings 95 No. of Sq Ft of All Buildings 45,000

Other Glamping resort with 90 units, clubhouse, pavillion, lake amenity and dock

PLEASE CHECK APPROPRIATE SPACE: I consent to the extension of the 62-day Public Hearing and review period. See instructions item #4.

Yes X No \_\_\_\_\_

**BY SIGNING THIS APPLICATION, THE UNDERSIGNED DOES HEREBY GRANT PERMISSION TO MEMBERS OF THE TOWN OF KINDERHOOK PLANNING BOARD TO ENTER UPON MY PROPERTY FOR THE PURPOSE OF EXAMINING SAME BY REASON OF AN APPLICATION NOW PENDING BEFORE SAID BOARD.**

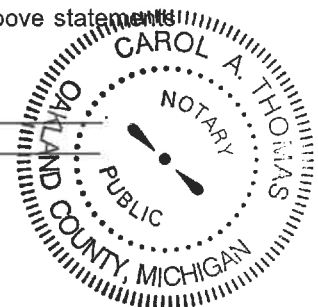
STATE OF ~~NEW YORK~~ <sup>Michigan</sup> )  
COUNTY OF ~~COLUMBIA~~ <sup>Oakland</sup> ) SS  
TOWN OF ~~KINDERHOOK~~ )

I, John McLaren hereby depose and say that all the above statements contained in the papers submitted herewith are true.

SWORN to before me this 20th day of December, 2021  
NOTARY PUBLIC Carol A. Thomas

Revised 10/06, 4/2011, 3/2021.

CAROL A. THOMAS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES May 4, 2025  
ACTING IN COUNTY OF Oakland



#### GENERAL INSTRUCTIONS

#### PLEASE READ

1. Attach hereto a copy of the duly filed DEED indicating the current ownership of the subject property. If the owner is a corporation, attach a list of all directors, officers and major stockholders. If applicant is a contract vendee, then attach a copy of the duly executed contract of sale.
2. If the applicant is a tenant, submit a copy of the lease agreement and have the owner of the property sign and have notarized the statement below.
3. The applicant shall submit a list of the names and addresses of all adjoining property owners and of those property owners directly across all road frontages adjoining the proposed development. The list shall also contain the Town of Kinderhook current tax map Section, Block and Lot designation for each parcel.
4. NYS Town Law and/or the Town of Kinderhook Town Code obligate the Planning Board to conduct a Public Hearing with respect to a preliminary or final subdivision plat, conforming to local requirements, within 62 days following receipt of same by the Planning Board Secretary. Likewise, NYS Town Law and/or the Town of Kinderhook Town Code require the Planning Board to approve, disapprove or approve with modifications, a proposed site plan within 62 days after same has been filed with the Planning Board or, if a Public Hearing was held on the site plan within 62 days after such hearing. Due to the complexity of many proposals and the numerous technical and procedural requirements of all the applicable laws and regulations, many applications may be found to be incomplete or deficient and, therefore, not ready for Public Hearing nor Planning Board approval. Thus, a determination based upon all pertinent facts and circumstances cannot always be rendered by the Planning Board within the 62 days. To do so might result in a disapproval when, with further information or changes, and SEQRC compliance, approval or approval with modifications might otherwise occur. In such cases, Planning Board staff will notify the applicant of missing or incomplete items as soon as possible.

In light of the above, you are asked to indicate, by checking the appropriate space on the application form, whether you consent to the extension of the 62-day public hearing period or review period, for so long as may reasonably be necessary to generate a submission which is complete and in conformity with all pertinent requirements. You may revoke your consent at any time by communicating that fact in writing to the Secretary of the Planning Board whereupon your plat, site plan or special permit proposal will be scheduled for the next regularly scheduled meeting

of the Planning Board.

5. For procedures, design standards, specifications for drawings and other information, see the following chapters in the Town of Kinderhook Code listed below. A staff-generated checklist is also available as a guide only.

- (1) Subdivisions – Chapter 63
- (2) Site Plans – Chapter 81 (Zoning Ordinance)
  - Section 81-31 Design Standards
  - Section 81-47 Site Plan Approval

6. Please be advised that the site plan, subdivision or special permit process often involves engineering, legal and other professional skills. While Planning Board staff will provide guidance and assistance within reasonable limits, the responsibility for the proper presentation of the proposal lies with the applicant and the applicant's professional advisors, and not upon the Planning Board or its staff.

#### 7. REQUIRED ATTACHMENTS

- Copy of Deed (See number 1 above)
- List of names and addresses of nearby property owners (See number 3 above)
- Two (2) copies of a recent survey (Signed & sealed by a Licensed Land Surveyor)
- Ten (10) copies of proposed Subdivision or Site Plan drawings (Signed & sealed by a licensed Professional Engineer or Registered Architect)
- Copy of a Short or Long Environmental Assessment Form (EAF)
- Check payable to the Town of Kinderhook Planning Board for the application fee.

#### 8. FEE SCHEDULE

Minor Subdivision (4 or fewer lots) -----	\$200.00 per building lot
Major Subdivision (5 or more lots) -----	\$300.00 per building lot
Site Plan (Review of drawings) -----	\$350
Site Plan (Review of project for compliance) -----	\$10 per 100 gross SF of bldg. (\$250 minimum)
Special Use Permit -----	\$250.00 for the first acre, plus \$25.00 for each additional acre
Accessory Apartment or Home Occupation -----	\$50.00
Engineering Review -----	Maintain escrow account as needed

NOTE: Additional fees may be required in an amount necessary to defray additional costs of special consultants engaged by the Town to assist in the review of an application.

STATE OF NEW YORK )  
COUNTY OF COLUMBIA ) SS  
TOWN OF KINDERHOOK )

I John McPherson understand that as the owner of the subject property I authorize the tenant to make this application. I also understand that I as well as the tenant will be bound with the Planning Resolution of approval; including all conditions of such approval.

SWORN to before me this 20th day of December, 2021

NOTARY PUBLIC Paul A. Thomas

Mailing Address 2777 Franklin Rd. Ste 200  
Southfield, MI 48034

## CONTRACT OF SALE

THIS CONTRACT ("Contract"), dated as of the 24 day of June, 2021 between ELLE-KAZ INC., a New York corporation with an address at 2 Grove Street, Mt. Kisco, New York 10549 (hereinafter referred to as "Seller") and BRAD FINGEROOT, on behalf of an entity to be named, with an address at 800 New Jersey SE Unit 828, Washington, D.C. 20003 (hereinafter referred to as "Purchaser").

## AGREEMENT

1. In consideration of the mutual promises contained herein, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the real property known and described as County Route 28, Kinderhook, New York (SBL: 13.-1-33.1 and 13.-1-33.211), together with all appurtenances, tenements, hereditaments, privileges, easements, and riparian rights benefiting, belonging or in any way appertaining thereto (hereinafter called the "Premises"), a more specific description of which is attached as Schedule A.

## PURCHASE PRICE

2. The purchase price for the Premises shall be [REDACTED] (the "Purchase Price").

## PAYMENT OF THE PURCHASE PRICE

3. Purchaser shall pay the Purchase Price to Seller as follows:

a. The sum of [REDACTED] (the "Deposit"), of which [REDACTED] was previously paid to Barns & Farms Realty, LLC, shall be made payable to Kristal Heinz IOLA Trust Account as escrow agent (the "Escrow Agent") within three (3) days of the Effective Date. Escrow Agent acknowledges its agreement to hold and disburse the Deposit as set forth in this Agreement, provided however, if Escrow Agent is notified of a dispute concerning the Deposit, Escrow Agent agrees that it shall not release the same until it is provided with (i) written instructions signed by both the Seller and the Purchaser or (ii) an order from a court/arbitrator. ATA National Title Group, with offices located at 42651 Woodward Avenue, Bloomfield Hills, Michigan 48304, Attention: David Barris (phone 248-454-9736; email: dbarris@seavertitle.com), and/or its local affiliated office shall be used by the Purchaser as the title company (the "Title Company");

b. The balance of [REDACTED] subject to the prorations and adjustments set forth herein, shall be paid at Closing by wire transfer of immediately available funds, to the Title Company. The Title company shall hold all closing documents in escrow until the Seller's closing attorney is in receipt of the balance due Seller at closing (or otherwise satisfied, in its sole discretion, that the Title Company has wired such funds to Seller).

## CLOSING

4. The consummation of the purchase and sale of the Premises as contemplated by this



Contract (the "Closing") shall take place by the delivery of all closing documents and funds, in escrow, to the Title Company, on or about ten (10) days after the expiration of the Due Diligence Period (as hereinafter defined) or elsewhere as the parties may agree (the "Closing Date").

#### POSSESSION

5. Purchaser shall have the right of occupancy to the Premises on the Closing Date. Seller shall deliver the Premises to Purchaser on the Closing Date free and clear of all tenants, occupants and/or other's claiming a right to occupy the Premises. Purchaser shall have the right to inspect the Premises for a final walk-thru upon reasonable times and upon reasonable notice within forty-eight hours prior to the Closing. Purchaser acknowledges that as of the Effective Date; (a) there are three (3) residential tenants of the Premises all pursuant to oral occupancy agreements with the Seller and (b) that currently there is an active moratorium on residential evictions, which may prevent the Seller from removing the tenants prior to the Closing Date. In the event Seller, despite using commercially reasonable efforts, is unable to remove/evict the tenants prior to the Closing Date, the Seller shall not be deemed in default hereof, and the Closing Date shall be automatically extended for up to one hundred twenty (120) days, to permit the Seller to remove/evict the tenants (the "Closing Date Extension Period"). If the Closing Date is so extended, the new Closing Date shall be within ten (10) days from the date that Seller notifies Purchaser in writing that all tenants have been removed from the Premises. In the event that the moratorium on evictions is not lifted prior to the expiration of the Closing Date Extension Period, the Purchaser agrees to close within ten (10) days thereafter, taking title subject to tenants' occupancy, provided that Seller shall confirm in writing on the Closing Date that there are no written agreements with the tenants, that the tenants are "month-to-month" tenants, and that the Seller shall reasonably cooperate with, and assist Purchaser post closing, in the event Purchaser deems it necessary to file actions to evict such tenants.

#### APPORTIONMENTS

6. The following are to be apportioned pro-rata to the date of transfer whereas the Seller shall be responsible for all costs and expenses of the Premises through the Closing Date and Purchaser shall be responsible for all costs and expenses of the Premises after the Closing Date:

- a. ~~Rents as and when collected, if any.~~
- b. ~~Interest on any mortgages being assumed.~~
- c. Taxes, water rates and sewer rents on the basis of the fiscal period for which assessed.
- d. ~~Premiums on existing transferable insurance policies.~~
- e. Fuel, if any.
- f. ~~Deposits in escrow held under mortgages being assumed.~~

#### ZONING, COVENANTS, RESTRICTIONS AND EASEMENTS

7. The Premises are to be conveyed subject to:
- a. Zoning regulations and ordinances of the city, town or village in which the Premises lie.
  - b. The state of facts shown on any current survey of the Premises obtained by, or provided to, the Purchaser, provided the same do not render title unmarketable and were not objected to by

the Purchaser.

c. All variations whatsoever between the lines of record title and the fences and other enclosures, if any, along the street or other boundary line of the Premises.

d. Any other easements, covenants and restrictions of record provided the same are not violated by the existing structures or their use for multiple-residence purposes and were not objected to by the Purchaser.

e. Rights of utility companies and the municipality to use and maintain existing utility and water lines, including pipes, wires, poles and conduits running above, under or through the Premises.

Items a. through e. above shall hereinafter be referred to as the "Permitted Exceptions".

#### TITLE

8. Seller shall convey fee simple marketable title to the Premises subject only to the Permitted Exceptions (as hereinafter defined) and as otherwise required by this Contract. At a minimum, title shall be of a quality which a title insurance company licensed in the State of New York will approve and insure, in accordance with the standard form of title policy approved by the New York State Insurance Department. The title company may impose mortgage payoff pick-up fees, if any, not in excess of \$125.00 each.

#### LIABILITY OF SELLER

9. If Seller shall be unable to convey title, subject to and in accordance with this Contract (including without limitation, on account of any building department violations), the sole obligation of Seller shall be to refund the Deposit and, upon the making of such refund and reimbursements, this Contract shall wholly cease and terminate, and neither party shall have any further claim against the other by reason of this Contract and the lien, if any, of Purchaser against the Premises shall wholly cease.

#### TITLE AND SURVEY

10. Evidence of Title and Survey. Within five (5) days of the full execution of this Contract, Purchaser shall order a title commitment ("Commitment") from a title company licensed by the New York State Insurance Department. The Commitment shall be to issue an ALTA owner's policy of title insurance, without standard exceptions (provided that the survey exception shall remain unless Purchaser provides a survey suitable to the Title Company to allow the removal of the survey exception), issued by the Title Company, naming the Purchaser as the proposed insured, in an amount no less than the Purchase Price, and identifying the condition of title to the Premises, together with legible copies of all exceptions referenced therein. Seller shall promptly deliver a copy of all surveys of the Premises within Seller's possession or control, if any. Prior to the expiration of the Due Diligence Period, Purchaser, at its sole cost and expense, may obtain an updated or new survey of the Premises, which is certified to the Purchaser and of sufficient detail to permit the Title Company to issue an extended coverage ALTA owner's policy of title insurance (the "Survey").



11. Objections. If, within ten (10) days of Purchaser's receipt of the Title Commitment and the Survey, Purchaser or its counsel, provides Seller with written objections to the condition of title/survey as set forth in the Commitment and/or the Survey, Seller shall have twenty (20) days following its receipt of such objections (the "Cure Period"), to: (i) inform Purchaser that the alleged defect(s) shall be remedied on or before the Closing; (ii) provide the Title Company with the documentation necessary to revise the Title Commitment removing the alleged defect; or (iii) inform Purchaser that Seller is unwilling to remedy Purchaser's title/survey objection(s). If Seller is unable or unwilling to remedy the alleged defect within the foregoing period, then Purchaser, at its option, may either: (i) waive any alleged defect(s) and proceed to Closing with Purchaser accepting title to the Property in the condition in which Seller is able to convey without any reduction in the Purchase Price, or (ii) terminate this Agreement, in which event Purchaser shall be entitled to a refund of the Deposit and the parties shall have no further liability or obligation under this Agreement. If Purchaser fails to timely notify Seller of its election, Purchaser shall be deemed to have waived any objections to the condition of title and/or survey as reflected in the Commitment and Survey, and Purchaser shall accept title in the condition as Seller is able to convey. If Purchaser does not timely object to any matters disclosed in the Commitment or defects disclosed by the Survey, or if Purchaser's objections have been cured or waived, all such matters shall be deemed to be included within the Permitted Exceptions. Notwithstanding anything to the contrary contained in this Paragraph 10, Seller shall, on or prior to Closing, discharge or satisfy any mortgage, lien or other monetary encumbrance against the Property and Purchaser shall have no obligation to object to such monetary encumbrances. If, at Closing, there exists any mortgage, lien or other monetary encumbrance against the Property that has not been satisfied and discharged, Purchaser may, in addition to its other rights and remedies, elect to satisfy and discharge or assume the payment of such mortgage(s), lien(s) or encumbrance(s), in which event Purchaser shall receive a credit to the Purchase Price at closing equal to the amount expended or assumed by Purchaser.

#### DUE DILIGENCE ITEMS

12. Within five (5) days of the full execution of this Contract, the Seller shall provide Purchaser with the following, but only to extent within Seller's possession or control: (a) copies of any environmental, soils or other third party reports with respect to the Premises, (b) copies of written notices or correspondences from any governmental authority received by Seller pertaining to the Premises, if any, (c) copies of the previous two (2) years of real property tax and assessment bills for the Premises and (d) copies of the previous two (2) years of any utility bills for the Premises.

### PERSONAL PROPERTY

13. All fixtures and articles of personal property attached to the Premises not specifically excluded below, including without limitation, the plumbing, heating, lighting and cooling fixtures, bathroom and kitchen cabinets, hot water heaters, kitchen appliances, mantels, screens awnings, storm windows, window treatments, storm doors and shrubbery, if present on the Premises on the date hereof are included in this sale. Excluded from this sale are Seller's furniture and household furnishings. Purchaser agrees to accept the personal property included in this sale "as is" and in the same condition as of the date hereof, normal wear and tear and damage by the elements excepted and acknowledges that Seller has made no representations or warranties as to the condition thereof, except as specifically set forth herein. Seller represents that it owns the personal property included in this sale free and clear of any lien.

### CONDITION OF PREMISES

14. Other than the representations and warranties set forth herein or in any documents signed by the Seller in connection with the Closing, Purchaser warrants and represents that Purchaser has made a thorough examination and inspection of the Premises, is familiar with the physical condition thereof and is purchasing the same in its present condition. Purchaser further agrees to accept the Premises "as is" and in the same condition as of the date hereof, normal wear and tear and damage by the elements between the date hereof and the date of closing of title excepted. Other than the representations and warranties set forth herein or in any documents signed by the Seller in connection with the Closing, Purchaser agrees and acknowledges that Purchaser has entered into this Contract without any warranties or representations having been made by Seller, any agent of Seller, or any other person or persons, as to the present or future condition of the Premises or appurtenances, any improvements thereon, rents, leases, expenses, operation, size, zoning or any other matter or thing affecting or related to the Premises except as specifically set forth herein.

### FIRE OR OTHER LOSS

15. The provisions of the New York State Uniform Vendor and Purchaser Risk Act (§5-1311 of the General Obligations Law) shall apply to this Contract.

### SURVIVAL OF OBLIGATIONS

16. The acceptance of a deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Contract, except those, if any, which are herein specifically stated to survive the delivery of the deed.

### SELLER'S DELIVERIES

17. At the Closing, Seller shall comply with all the Schedule B1 requirements in the Commitment applicable to Seller and deliver to Purchaser a duly acknowledged and recordable



Deed with Covenant against Grantor's Acts covering the Premises with the appropriate amount of transfer stamps affixed. At the closing, in addition to any other items required to be delivered by Seller under this Agreement, the Seller shall deliver:

a. Checks to the order of the appropriate officers in payment of all applicable real property transfer taxes, excluding the mansion tax which shall be paid by Purchaser, and copies of any required tax returns therefore executed by Seller, which checks shall be certified or official bank checks if required by the taxing authority, unless Seller elects to have Purchaser pay any of such taxes and credit Purchaser with the amount thereof;

b. An affidavit that Seller is not a nonresident alien for the purposes of United States income taxation, or in the alternative, evidence of payment of any Foreign Investment in Real Property Transfer Tax assessable as a result of this transaction; and

c. An Affidavit of Compliance of Smoke Alarm Installation and Carbon Monoxide Detector in accordance with §378 of the Executive Law of the State of New York.

d. An affidavit to the effect that any judgments, bankruptcies or other returns disclosed by the title search which are against other persons having the same or similar names to that of Seller are not against Seller.

e. All warranties and instruction manuals to the fixtures and personal property included in this sale which are in Seller's possession.

f. A General Assignment.

g. An authorizing resolution.

#### PRE-CLOSING OPERATING COVENANTS

18. Seller covenants and agrees that between the date of this Contract and the Closing or the earlier termination of this Agreement, Seller shall:

a. Advise Purchaser promptly of any litigation, arbitration, or administrative hearing before any court or governmental agency concerning or affecting the Premises which is instituted or threatened in writing after the date of this Contract;

b. Provide Purchaser copies of any written notifications received by the Seller concerning the compliance (or non-compliance) of the Premises with any federal, state, and municipal laws, ordinances, regulations;

c. Not sell, assign or lease, or enter into any agreement to sell, assign or lease, the Premises or create any lien or encumbrance on the Premises without the prior written consent of Purchaser, which consent shall not be unreasonably withheld;

d. Pay all federal, state and local taxes and assessments as the same become due and to take all actions necessary to avoid the imposition of any lien against the Assets arising from any unpaid taxes or assessments. Seller's obligations in this subsection shall survive Closing.

#### REPRESENTATIONS

19. To induce Purchaser to enter into this Contract, Seller makes the following representations to Purchaser as of the date hereof and as of the Closing Date that:

a. Seller is a corporation, established and existing in good standing under the laws of the State of New York.

b. The person signing on behalf of Seller has full and complete authority to execute this Contract and Seller has taken all necessary action to authorize the transactions contemplated by this Contract.

c. At the Closing, there will be no leases or service contracts relating to the Premises that will not be terminable upon thirty (30) day prior written notice.

d. Seller has received no written notice of any currently outstanding violation of any law, ordinance, order, regulation, or requirement (collectively, "Violations"), with respect to the Premises, including, but not limited to, zoning, fire, environmental, safety and health ordinances issued by any governmental or municipal body or agency ("Governmental Authorities") having jurisdiction over the Premises.

e. Seller is not subject to any commitment, obligation, or agreement, including, but not limited to, any right of first refusal or option to purchase granted to a third party, that might prevent the consummation of the transaction contemplated herein or that might bind Purchaser subsequent to consummation of this Contract.

f. Seller has no knowledge of any condemnation proceedings, eminent domain proceedings or similar actions or proceedings now pending or threatened against any of the Premises.

g. Without any duty of investigation on the part of Seller and subject to any disclosures set forth in any environmental site assessments provided to or obtained by Purchaser, Seller has no knowledge of any underground storage tanks on, upon, within or under the Premises.

All of the representations contained in this Section 19 shall be true and correct in all material respects as of the Closing Date and shall survive the Closing for a period of twelve (12) months following the Closing Date.

#### NOTICES

20. Except as otherwise provided in this Contract, all notices, demands, requests, consents, approvals or other communications (hereinafter collectively called "Notices") required or permitted to be given hereunder or which are given with respect to this Contract shall be in writing and shall be sent by either 1) registered or certified mail, return receipt requested, postage prepaid, or 2) electronic mail or facsimile transmission addressed to the attorney of the party to be notified. The attorneys for Seller and Purchaser are authorized to give any Notice specified in this Contract on behalf of their respective clients. Notice shall be sent to Seller's attorney to: **Kristal Heinz, Esq., 551 Warren Street, Suite 3F, Hudson, New York 12534 [Fax No: (518) 751-2204, email:**



kristal@kristalheinz.com].

Notices given as provided above shall be deemed given on the earlier of the day mailed or transmitted.

#### ASSIGNMENT PROHIBITED

22. This Contract and the rights of Purchaser hereunder, may not be assigned, sold or transferred in whole or in part by Purchaser, whether by operation of law or otherwise, without the written consent of Seller. Notwithstanding the foregoing, Purchaser may assign his interest in this Contract to an entity in which he holds a majority interest or to Sun Communities or an affiliate of Sun Communities.

#### BROKERAGE

23. The Purchaser and Seller warrant that **Nicole Vidor Real Estate Inc. and Barns and Farms Realty, LLC** negotiated this sale. The Seller shall pay the brokerage commissions to **Nicole Vidor Real Estate Inc. and Barns and Farms Realty, LLC** if the transfer takes place.

#### PARTIES BOUND BY THIS CONTRACT

24. This Agreement is binding on Seller and Purchaser, their heirs, successors and assigns.

#### CHANGES IN AGREEMENT

25. This Contract may not be modified, supplemented, or terminated nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by his agent duly authorized in writing. No waiver of any breach of any agreement or provisions herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provisions herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

#### STREET AND AWARDS

26. This sale includes all of Seller's ownership and rights, if any, in any land lying in the bed of any street or highway in front of or adjoining the Premises to the center line thereof. It also includes any right of Seller to any unpaid award by virtue of any taking by condemnation and/or for any damage to the Premises by reason of any change in the grade of any street or highway. Seller will deliver at no additional cost to Purchaser, at Closing or thereafter, on demand, any document which Purchaser may reasonably require to collect the award or damage.

#### MORTGAGE CONTINGENCY

27. NONE (Waived).



### DUE DILIGENCE PERIOD

28. This Agreement is contingent upon the Purchaser's 60-day due diligence period which commences on the date of full execution of this Contract (the "Due Diligence Period. During said period, Purchaser may cancel this Contract for any reason. This contingency shall be deemed waived unless the Purchaser shall notify Seller's attorney that Purchaser cancels the Contract pursuant to this Paragraph 28. If the Purchaser so notifies Seller's attorney, then this Agreement shall be deemed cancelled, null and void, and Purchaser's Deposit shall be returned to Purchaser.

### ELECTRONIC SIGNATURES/COUNTERPARTS

29. The Contract may be signed separately and in counterpart which, when combined, all shall constitute one single Contract of Sale. The parties hereby further agree and consent that their signature or the signature of their attorney, attorney-in-fact or agent transmitted by electronic mail (e-mail) or facsimile (fax) shall be acceptable as if same were original signatures. This provision is made with the intent that all parties be able to expedite this transaction at any and all stages of said transaction by the use of electronically transmitted documents.

### DEFAULTS AND REMEDIES

30. (a) If purchaser defaults hereunder, Seller's sole remedy shall be to receive and retain the Deposit as liquidated damages, it being agreed that Seller's damages in case of Purchaser's default might be impossible to ascertain and that the Deposit constitutes a fair and reasonable amount of damages under the circumstances, and it is not a penalty.

(b) If Seller defaults hereunder, Purchaser shall have such remedies as Purchaser shall be entitled to at law or in equity, including, but not limited to, specific performance.

### MISCELLANEOUS

31. (a) All prior understandings, agreements, representations and warranties, oral or written, between Seller and Purchaser are merged in this contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this contract.

(b) Neither this contract nor any provision thereof may be waived, changed or cancelled except in writing. This contract shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

(c) Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this contract may require it.

(d) The captions in this contract are for convenience of reference only and in no way define, limit or describe the scope of this contract and shall not be considered in the interpretation of this contract or any provision hereof.

(e) This contract shall not be binding or effective until duly executed and delivered by Seller and Purchaser.

(f) Seller and Purchaser shall comply with IRC reporting requirements, if applicable. This subparagraph shall survive Closing.

(g) Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this contract. This subparagraph shall survive Closing.

(h) This contract is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

(i) This contract may be executed in several counterparts, each of which shall constitute but one agreement for all purposes, binding on each party hereto.

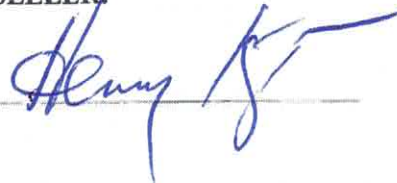
(j) In the event the premises are located wholly or partially within an agricultural district established pursuant to the provisions of Article 25AA of the Agricultural and Markets Law, the following notice is hereby delivered by Seller to Purchaser pursuant to the requirements of Real Property Law §333-c:

*"It is the policy of this state and this community to conserve, protect and encourage the development and improvement of agricultural land for the production of food, and other products, and also for its natural and ecological value. This disclosure notice is to inform prospective residents that the property they are about to acquire may lie partially or wholly within an agricultural district and that farming activities may include, but not be limited to, activities that cause noise, dust and odors. Prospective residents are also informed that the location of property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances."*

**\*\*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK\*\***

IN WITNESS WHEREOF, Seller and Purchaser have executed this Contract as of the date first above set forth.

**SELLER**



Elle-Kaz Inc.

By: HENRY KAZER

Title: PRESIDENT &

PURCHASER:

  
Brad Fingerroot



SCHEDULE A



1134-75

THIS INDENTURE, made the 17<sup>th</sup> day of June, 1959, between CAMP ORINSEWA FOR BOYS, INC., a New York corporation, having its principal place of business at 276 Riverside Drive, New York, N. Y., party of the first part, and ELLE-KAZ, INC., a New York corporation having its principal place of business at 1 *Vernon Ave. Scarsdale New York*, party of the second part,

WITNESSETH, that the party of the first part, in consideration of One Hundred (\$100.00) Dollars, lawful money of the United States, and other good and valuable considerations, paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL that Tract or Parcel of Land, situate in the town of Kinderhook, County of Columbia and State of New York, and as conveyed by Henry A. Hoysratt and Lucinda, his wife, to Benjamin Conant, by deed dated first day of June, 1864, and recorded in Clerk's office of the County of Columbia on the fifth day of September, 1864, in Book No. 22 of Deeds at page 193, etc., and bounded as follows: Northerly by lands of Albert Shufelt; Easterly by lands of said Shufelt and lands of Peter Packman; Southerly by land of Peter Kingman and Hiram P. Hoysratt, owned by Adam A. Hoysratt at his decease, and by the road leading from Niverville to the Old Post Road by the dwelling house of said Hiram P. Hoysratt, and Westerly by lands of Thomas Kingman, James Kingman and land of Philip Felts.

ALSO all that other Tract and Parcel of land, situate in said Town of Kinderhook, and as conveyed to said Benjamin Conant by the deed aforesaid from said Henry A. Hoysratt and wife, and bounded as follows: Northerly by the farm above described; Easterly by land of said Hiram P. Hoysratt; Southerly by aforesaid road leading from Niverville; and Westerly at a point by the farm above described; EXCEPTING AND RESERVING from the above described, all that piece or parcel of land heretofore conveyed to James and Thomas Kingman, which deed is recorded in Columbia County Clerk's office in Book of Deeds No. 61 at page 353, and also that other piece of land conveyed to the Peat Company, which deed is recorded in said office in Book of Deeds No. 30 at page 196.



R 6/22/59

1134-75

355-236



ALSO, ALL that certain Place, Parcel and Tract of Land, situate in the Town of Kinderhook aforesaid, bounded Westerly by lands sometime of Rapp; Northerly by a brook of water between the land hereby conveyed and other land of Frank E. Drum, which brook at the boundary aforesaid flows westerly from the lands of Boston and Albany Railroad Company to the Shufelt Lake, so called - Easterly by lands of said Boston and Albany Railroad Company, and Southerly by other lands of said Frank E. Drum, formerly owned by Edson P. Packman. The south line being a straight line from a maple tree marked near said railroad lands to a corner where said brook or stream follows up the course of said stream again intersects said land sometime of Rapp.

Being the same premises as were conveyed by Edson P. Packman to said Rapp by warranty deed dated November 1st, 1892, and which was recorded in the office of the Clerk of Columbia County on the 27th day of February, 1893, in Liber No. 94 of Deeds at page 302.

IT BEING INTENDED hereby to convey the premises which were acquired by William H. Tolhurst by deed from Rapp and wife, and recorded in said Clerk's Office in Book of Deeds No. 104 at page 47, and being the same premises conveyed by Franklin B. Van Alstyne, and Cornelia S., his wife, to the John Franklin Van Alstyne, by deed dated March 28, 1913 and recorded in the Office of the Clerk of the County of Columbia on April 2, 1913 at 2:05 o'clock P.M. in Liber 150 of Deeds at page 25.

AND being the same premises conveyed by John Franklin Van Alstyne and Sara B. his wife, to said Hugh-William P. and Andrew Davidson by deed dated September 27th, 1915 and recorded in said Clerk's Office October 4th, 1915 in Deed Book No. 156 page 507. AND being the same premises conveyed by Hugh Davidson and Agnes, his wife, William P. Davidson and Sigrid M. his wife, and Andrew Davidson, unmarried, to said Benjamin Fox by deed dated March 31st, 1923 and recorded in the Office of the Clerk of the County of Columbia, on April 9th, 1923 at 12:10 o'clock P.M. in Liber 182 at page 149, excepting therefrom certain premises conveyed by the grantors to the New York State Realty and Terminal Company.

AND being the same premises excepting as above set forth which were conveyed by Benjamin Fox and Rose Fox, his wife, to Regina V. Baxt, now Regina Jacobs, and Beatrice Mayer, by a deed dated January 14th, 1924 and recorded in the Columbia County Clerk's Office on January 23rd, 1924, in book #185 of Deeds, at page 442.

SUBJECT to Easements and privileges of the Albany and West Stockbridge Railroad Co.; the Boston and Albany Railroad Co.; New York Central Railroad Co.; and New York State Realty and Terminal Company, and their successors and assigns.

SUBJECT to easements and privileges of one Henry E. Van Hoesen, Peter Springstein, Edward R. Peck and Samuel B. Campbell, so called the Peat Company and their successors and assigns.

Being the same premises which were conveyed by Regina Jacobs and Beatrice Mayer to Camp Orinsekwa for Boys, Inc. by a deed dated May 18, 1931 and recorded in the Columbia County Clerk's Office on May 21, 1931 in Liber 211 of Deeds at page 160.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof, TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

In presence of:

*Abraham Shierfeld*

CAMP ORINSEKWA FOR BOYS, INC.

By *David Zimmerman*  
President

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.:

On the 17 day of June, 1959, before me personally came JACK ZUCKERMAN, to me known, who, being by me duly sworn, did depose and say that he resides at 276 Riverside Drive, Borough of Manhattan, City, County and State of New York; that he is the President of CAMP ORINSEKWA BOY BOYS, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

*Notary Seal*

Notary Public in and for the State of New York  
My Comm. Expires March 10, 1961

State of New York } SS  
Columbia County Clerk's Office  
Recorded on the 17 day of June  
19 59 at 4:10 P M in Liber No. ....  
of ... at page .....  
and examined by *Michael Regatt* Clerk

Record & Return  
to  
*Charles S. Post, Esq.*  
*34 Madison Ave. New York 17, N.Y.*  
JUL 2 1959  
Date



THIS INDENTURE, made the <sup>th</sup> 30 day of <sup>August</sup> July, 1965,  
between MAURICE KAZER and ESTELLE KAZER, his wife, residing  
at 1 Vernon Drive, Scarsdale, New York, as tenants by the en-  
tirety, parties of the first part, and ELLE-KAZ INC., a cor-  
poration organized under the laws of the State of New York,  
with its office and principal place of business at 1 Vernon  
Drive, Scarsdale, New York, party of the first part,

WITNESSETH, that the parties of the first part, in  
consideration of ONE (\$1.00) Dollar lawful money of the United  
States, and other good and valuable consideration paid by the  
party of the second part, do hereby grant and release unto the  
party of the second part and its assigns forever,

PARCEL 1.

All that piece or parcel of vacant land situate in the Town of  
Kinderhook, Columbia County, New York, bounded and described as  
follows: Beginning at an iron pipe in the northerly line of  
County Highway Route #28, said pipe also bears N 38° 01' W, 131.9  
feet from a concrete monument on the northerly line of said  
road and on the property line between lands of Stahlman on the  
east and lands of Elle-Kaz Inc. on the west; and running thence  
N 38° 01' W. 120.22 feet along said road line to an iron rod;  
and running thence along other lands of Elle-Kaz Inc. (1) N 43°  
41' E, 142.34 feet to an iron pipe, (2) S 29° 53' E, 86.4 feet to  
an iron pipe, and (3) S 28° 44' W, 140.0 feet to the point of be-  
ginning. All as shown on a map entitled "Property to be Conveyed  
by Elle Kaz Realty Corp. to Estelle & Maurice Kazer, Town of  
Kinderhook, Col. Co. N.Y." by Rockefeller & Nucci, dated September  
9, 1964.

PARCEL 2.

All that piece or parcel of vacant land situate in the Town of  
Kinderhook, Columbia County, New York, bounded and described as  
follows: Beginning at an iron rod in the northerly line of  
county highway Route #28, said rod also bears N 38° 01' W, 252.12  
feet from a concrete monument on the northerly line of said road  
and on the property line between lands of Stahlman on the east  
and lands of Elle-Kaz Inc. on the west; and running thence N 30°  
48' W. 110.0 feet to an iron rod; and running thence along other  
lands of Elle-Kaz Inc. (1) N 51° 46' E, 139.73 feet to an iron  
pipe (2) S 29° 53' E, 90.0 feet to an iron pipe and (3) S 43° 41'  
W, 142.34 feet to the point of beginning. All as shown on a map en-  
titled: "Property to be Conveyed by Elle Kaz Realty Corp. to  
Estelle & Maurice Kazer, Town of Kinderhook, Col. Co. N.Y." by  
Rockefeller & Nucci, dated September 10, 1964.

S/A  
407-477  
R: 7/27/65  
47-499

PARCEL 2.

All that piece or parcel of vacant land situate in the Town of Kinderhook, Columbia County, New York, bounded and described as follows: Beginning at an iron rod in the northerly line of county highway Route #28, said rod bears the following two courses and distances from a concrete monument on the property line between lands of Stahlman on the east and lands of Elle-Kaz Inc. on the west, (1) N 38°01' W, 252.12 feet and (2) N 30°48' W, 110.0 feet to the point of beginning; and running thence N 30°48' W, 110.0 feet along said northerly road line to an iron rod; and running thence along other lands of Elle-Kaz Inc. (1) N 60°00' E, 140.0 feet to an iron rod; (2) S 29°53' E, 90.0 feet to an iron pipe and (3) S 51°46' W, 139.73 feet to the point of beginning. All as shown on a map entitled: "Property to be Conveyed by Elle Kaz Realty Corp. to Estelle & Maurice Kazer, Town of Kinderhook, Col. Co. N.Y." by Rockefeller & Mucci, dated September 11, 1964.

The above three parcels are the same premises conveyed by Elle-Kaz Inc., grantee herein, to Maurice Kazer and Estelle Kazer, his wife, grantors herein, by deed dated October 13, 1964 and recorded in the Columbia County Clerk's Office October 13, 1964, in Liber 407 of Deeds, at page 477.

The above three parcels are a portion of premises conveyed by Camp Orinsekwa For Boys, Inc. to Elle-Kaz Inc. by deed dated June 17, 1959 and recorded in the Columbia County Clerk's office June 22, 1959 in Book 355 of Deeds at page 236.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE and to hold the premises herein granted unto the party of the second part and its assigns forever as tenant by the entirety.

And the parties of the first part covenant as follows:

First, that the parties of the first part are seized of said premises in fee simple, and have good right to convey the same;

Second, that the party of the second part shall quietly enjoy the said premises;

Third, that the said premises are free from incumbrances;

Fourth, that the parties of the first part will execute or procure any further necessary assurance of the title to said premises;

Fifth, that the parties of the first part will forever warrant the title to said premises.

Sixth, that in compliance with Sec. 13 of the Lien Law, the grantors will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund

to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Presence of

IN WITNESS WHEREOF, the parties of the first part have hereunto signed these presents this 30 day of ~~July~~ <sup>August</sup>, 1965.

Maurice Kazer  
Maurice Kazer  
Estelle Kazer  
Estelle Kazer

STATE OF NEW YORK ) ) ss.:  
COUNTY OF WESTCHESTER )

On this 30 day of ~~July~~ <sup>August</sup>, 1965, before me personally appeared MAURICE KAZER and ESTELLE KAZER, to me known and known to me to be the persons who executed the above instrument and they severally acknowledged to me that they executed the same.

Allen J. Thomas, Jr.  
Notary Public

ALLEN J. THOMAS, JR.  
NOTARY PUBLIC, STATE OF NEW YORK  
Residing in Columbia Co. Clerk's No. 10  
Commission expires March 30, 1968

State of New York ) ss.  
Columbia County Clerk's Office )

Recorded on the 29 day of September  
1965 at 9:56 AM in Liber No. 417  
of Deeds

at 10:30 and examined.  
Walter H. Leggett Clerk

R+R  
Guaranteed Title Division  
56 Grand Street  
White Plains, N.Y.

OCT 1 1965



# LIST OF ADJACENT PROPERTY OWNERS

Tax Parcel Number	Owner Name	Mailing Address
13-156.200	Sal David Martino	447 CR 28, Valatie, NY 12184
23-1-5.111	Associated Fruit Growers, Inc.	32 Memory Lane, Valatie, NY 12184
13-1-22	Elizabeth E Ehrenfeld, et al	6 Shoreline Drive, Falmouth, ME 04105
13-1-40	Donna McShane	180 Summit Ave, Rensselaer, NY 12144
13-1-21	Celello, Michael A.	92 Knickerbocker Farm Road Valatie, NY 12184
23.1-1-65	Nelson, Matthew L & Kelly L, Maureen Severance	513 CR 28 Valatie, NY 12184
13-1-21	Ann Marie Miller	348 W 36 Street 7N, New York, NY 10018
13-1-20	Troy Sand & Gravel Co, Inc.	P.O. Box 171, Watervliet, NY 12189
13-1-14	Gregory A Hacker & Lynda L Hacker-Araoz	P.O. Box, 389, Kinderhook, NY 12106
13-1-53.112	Memory Lane Enterprises Ltd.	32 Memory Lane, Valatie, NY 12184
13-1-33.222	Michael J & Jill M Castellano	P.O. Box 777, Kinderhook, NY 12106
13-1-66	Calvin Z & Colleen J Pitts	11 Awenasa Ct & 30 Mountain View Dr, Valatie, NY 12184
13-1-33.22	Matthew Zeh & Lauren Zeh	6 Hawley Rd Niverville, NY 12130 & CR 28 Valatie, NY 12106
13-1-68	Lauren M Babbit & Michael J Jenner	P.O. Box 405 Philmont, NY 12565
13-1-69	Crystal L First-Nabozny & Robert J Vitale	501 CR 28, Valatie, NY 12184
13-1-70	Brian A & Kylie E Lill	28 Ash St, Apt. 2, Rensselaer, NY 12144
13-1-71	Jennifer E Newhouse	5 Orinsekwa Road, Valatie, NY 12184
13-1-67	Earl Pommils, Sr.	485 CR 28, Valatie, NY 12184

**Full Environmental Assessment Form**  
**Part 1 - Project and Setting**

**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Applicant/Sponsor Information.**

Name of Action or Project: Sun Kinderhook, LLC		
Project Location (describe, and attach a general location map): Adjacent to Knickerbocker Lake, Kinderhook, NY, 12184 - Tax Parcels 13.-1-33.1 and 13.-1-33.211. See Location Map.		
Brief Description of Proposed Action (include purpose or need):  Sun Kinderhook, LLC has proposed a plan to construct a glamping operation in the parcels directly adjacent (southeast) to Knickerbocker Lake in the Town of Kinderhook, New York. The plan will include 90 glamping units approximately 400 SF in size, a parking lot, maintenance facility, 10,000 SF pavilion, swimming pool, dock, a 6,000 SF clubhouse and associated parking.  The operations will be situated on 71.11 acres on the east side of Knickerbocker Lake. The project will accommodate up to 200 guests and 20 year round employees. Ten additional employees are anticipated during peak season. See attached Supplemental Narrative for additional information.		
Name of Applicant/Sponsor: SUN Kinderhook, LLC. Attn: Bill Raffoul	Telephone: (248) 208-2606	
	E-Mail: braffoul@suncommunities.com	
Address: 27777 Franklin Road		
City/PO: Southfield	State: MI	Zip Code: 48034
Project Contact (if not same as sponsor; give name and title/role): James Rosich, Atwell, LLC - Lead Consultant	Telephone: (404) 242-5895	
	E-Mail: Jrosich@atwell-group.com	
Address: 1800 Parkway Place, Suite 700		
City/PO: Marietta	State: GA	Zip Code: 30067
Property Owner (if not same as sponsor): ELLE - KAZ, Inc.	Telephone:	
	E-Mail: Henrykaz@gmail.com	
Address: ATTN: Henry and Joan Kaz - 2 Grove Street		
City/PO: Mt. Kisco	State: NY	Zip Code: 10549

## B. Government Approvals

**B. Government Approvals, Funding, or Sponsorship.** (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Town Special Use Permit	January 2022
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Planning Board approval	January 2022
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Columbia County DOH Water & Sewer, Swimming Pool County Planning	April 2022
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDOH Water & Sewer, NYSDEC Article 15, NYSDEC Stormwater General Permit	April 2022
h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Joint Permit Water Disturbance	April 2022
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

## C. Planning and Zoning

### C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

### C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☒ Yes ☐ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☒ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☒ Yes ☐ No

If Yes, identify the plan(s):

Hudson River Valley Greenway

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☒ Yes ☐ No

If Yes, identify the plan(s):

Columbia County Farm Land Protection Plan - June 19, 2013.



### C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☒ Yes ☐ No  
If Yes, what is the zoning classification(s) including any applicable overlay district?

RS-3 Low-density, Environmental Area Overlay Zone

b. Is the use permitted or allowed by a special or conditional use permit? ☒ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☒ No

If Yes,

i. What is the proposed new zoning for the site? \_\_\_\_\_

### C.4. Existing community services.

a. In what school district is the project site located? Ichabod Crane

b. What police or other public protection forces serve the project site?

Town of Kinderhook Police, Columbia County Sheriff, New York State Police

c. Which fire protection and emergency medical services serve the project site?

Kinderhook Fire Dept., Niverville Fire Dept., Valatie Fire Dept., Valatie Rescue Squad

d. What parks serve the project site?

Pachaquack Preserve, Volunteer Park, One Tree Island.

### D. Project Details

#### D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Recreational, commercial glamping facility.

b. a. Total acreage of the site of the proposed action? 71.11 acres

b. Total acreage to be physically disturbed? Approximately 12 acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 71.11 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☒ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % \_\_\_\_\_ Units: \_\_\_\_\_

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☒ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☐ Yes ☒ No

iii. Number of lots proposed? \_\_\_\_\_

iv. Minimum and maximum proposed lot sizes? Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☒ No

i. If No, anticipated period of construction: 12 months

ii. If Yes:

- Total number of phases anticipated \_\_\_\_\_

- Anticipated commencement date of phase 1 (including demolition) \_\_\_\_\_ month \_\_\_\_\_ year

- Anticipated completion date of final phase \_\_\_\_\_ month \_\_\_\_\_ year

- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: \_\_\_\_\_

f. Does the project include new residential uses? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span> If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes,	
i. Total number of structures <u>95</u> ii. Dimensions (in feet) of largest proposed structure: <u>20</u> height; <u>60</u> width; and <u>100</u> length iii. Approximate extent of building space to be heated or cooled: <u>45,000</u> square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes,	
i. Purpose of the impoundment: <u>Stormwater Management Basin (if required)</u> ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input checked="" type="checkbox"/> Other specify: <u>Stormwater</u> iii. If other than water, identify the type of impounded/contained liquids and their source. <u>N/A</u> iv. Approximate size of the proposed impoundment. Volume: <u>TBD</u> million gallons; surface area: <u>TBD</u> acres v. Dimensions of the proposed dam or impounding structure: <u>N/A</u> height; <u>N/A</u> length vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): <u>Site fill</u>	

**D.2. Project Operations**

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span> If Yes:	
i. What is the purpose of the excavation or dredging? _____ ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site? • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____ _____ iv. Will there be onsite dewatering or processing of excavated materials? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If yes, describe. _____ _____ v. What is the total area to be dredged or excavated? _____ acres vi. What is the maximum area to be worked at any one time? _____ acres vii. What would be the maximum depth of excavation or dredging? _____ feet viii. Will the excavation require blasting? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> ix. Summarize site reclamation goals and plan: _____ _____ _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): <u>Possible minor shoreline disturbance associated with dock.</u> _____ _____	

*ii.* Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:  
Floating dock proposed.

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*iii.* Will the proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☒ No  
 If Yes, describe: \_\_\_\_\_

*iv.* Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☒ No  
 If Yes:

- acres of aquatic vegetation proposed to be removed: \_\_\_\_\_
- expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_
- proposed method of plant removal: \_\_\_\_\_
- if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

*v.* Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_  
Seed and mulch.

---

*c.* Will the proposed action use, or create a new demand for water? ☒ Yes ☐ No  
 If Yes:

*i.* Total anticipated water usage/demand per day: \_\_\_\_\_ 10,000 gallons/day

*ii.* Will the proposed action obtain water from an existing public water supply? ☐ Yes ☒ No  
 If Yes:

- Name of district or service area: \_\_\_\_\_
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

*iii.* Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No  
 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_
- Source(s) of supply for the district: \_\_\_\_\_

*iv.* Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☒ No  
 If, Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- Proposed source(s) of supply for new district: \_\_\_\_\_

*v.* If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_  
Private on-site wells.

*vi.* If water supply will be from wells (public or private), what is the maximum pumping capacity: \_\_\_\_\_ 10 gallons/minute.

---

*d.* Will the proposed action generate liquid wastes? ☒ Yes ☐ No  
 If Yes:

*i.* Total anticipated liquid waste generation per day: \_\_\_\_\_ 10,000 gallons/day

*ii.* Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): \_\_\_\_\_  
Sanitary wastewater

---

*iii.* Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☒ No  
 If Yes:

- Name of wastewater treatment plant to be used: \_\_\_\_\_
- Name of district: \_\_\_\_\_
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No



<ul style="list-style-type: none"> <li>• Do existing sewer lines serve the project site? _____</li> <li>• Will a line extension within an existing district be necessary to serve the project? _____</li> </ul> <p>If Yes:</p> <ul style="list-style-type: none"> <li>• Describe extensions or capacity expansions proposed to serve this project: _____          _____          _____</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____</p> <p>If Yes:</p> <ul style="list-style-type: none"> <li>• Applicant/sponsor for new district: _____</li> <li>• Date application submitted or anticipated: _____</li> <li>• What is the receiving water for the wastewater discharge? _____</li> </ul>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):          On-site subsurface disposal system. _____          _____          _____</p>		
<p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____          Low flow plumbing fixtures are proposed. _____          _____</p>		
<p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?          _____ Square feet or _____ 8.0 acres (impervious surface)          _____ Square feet or _____ 71.11 acres (parcel size)</p> <p>ii. Describe types of new point sources. <u>Gutters, swales, ditches</u></p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?  <u>On-site ground surface, stormwater features and surface water</u></p> <p>_____</p> <ul style="list-style-type: none"> <li>• If to surface waters, identify receiving water bodies or wetlands: _____          _____</li> <li>• Will stormwater runoff flow to adjacent properties? _____</li> </ul>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<p>iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations?</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit?</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> <li>• _____ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)</li> <li>• _____ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)</li> <li>• _____ Tons/year (short tons) of Perfluorocarbons (PFCs)</li> <li>• _____ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)</li> <li>• _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)</li> <li>• _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)</li> </ul>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

<p>h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Estimate methane generation in tons/year (metric): _____</p> <p>ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____</p>			
<p>i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____</p>			
<p>j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. When is the peak traffic expected (Check all that apply): <input checked="" type="checkbox"/> Morning <input checked="" type="checkbox"/> Evening <input checked="" type="checkbox"/> Weekend  <input checked="" type="checkbox"/> Randomly between hours of <u>7:00 am</u> to <u>10:00 pm</u>.</p> <p>ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____  <u>No large trucks are anticipated except infrequent propane delivery and septic tank pump out.</u></p> <p>iii. Parking spaces: Existing <u>10</u> Proposed <u>143</u> Net increase/decrease <u>190</u></p> <p>iv. Does the proposed action include any shared use parking? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:  <u>On site loop road and walking paths. Loop road to be used by golf carts.</u></p> <p>vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p>			
<p>k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Estimate annual electricity demand during operation of the proposed action: _____  <u>1,500 kw/day</u></p> <p>ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):  <u>Local electric utility, propane for heat.</u></p> <p>iii. Will the proposed action require a new, or an upgrade, to an existing substation? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p>			
<p>l. Hours of operation. Answer all items which apply.</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: <u>7:00 am to 5:00 pm</u></li> <li>• Saturday: <u>7:00 am to 2:00 pm</u></li> <li>• Sunday: <u>none</u></li> <li>• Holidays: <u>none</u></li> </ul> </td> <td style="width: 50%; vertical-align: top;"> <p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: <u>Full Time</u></li> <li>• Saturday: <u>Full Time</u></li> <li>• Sunday: <u>Full Time</u></li> <li>• Holidays: <u>Full Time</u></li> </ul> </td> </tr> </table>		<p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: <u>7:00 am to 5:00 pm</u></li> <li>• Saturday: <u>7:00 am to 2:00 pm</u></li> <li>• Sunday: <u>none</u></li> <li>• Holidays: <u>none</u></li> </ul>	<p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: <u>Full Time</u></li> <li>• Saturday: <u>Full Time</u></li> <li>• Sunday: <u>Full Time</u></li> <li>• Holidays: <u>Full Time</u></li> </ul>
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<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>_____</p> <p>_____</p>	
<p>ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>Describe: <u>Perimeter vegetation to remain.</u></p> <p>_____</p>	
<p>n. Will the proposed action have outdoor lighting? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p><u>Security lighting and walkway lighting. Downcast shrouded fixtures.</u></p> <p>_____</p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>Describe: _____</p> <p>_____</p>	
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p> <p>_____</p> <p>_____</p>	
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally, describe the proposed storage facilities: _____</p> <p>_____</p>	
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>ii. Will the proposed action use Integrated Pest Management Practices? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>	
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> <li>• Construction: _____ 25 tons per _____ first year (unit of time)</li> <li>• Operation : _____ 2 tons per _____ week (unit of time)</li> </ul> <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> <li>• Construction: <u>Concrete, brick, masonry to be reused as hard fill consistent with 6 NYCRR 360.</u></li> <li>_____</li> <li>• Operation: <u>Source separation of recyclables and food organics.</u></li> <li>_____</li> </ul> <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> <li>• Construction: <u>-Landfill.</u></li> <li>_____</li> <li>• Operation: <u>- Columbia County Transfer Station.</u></li> <li>_____</li> </ul>	



s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_

ii. Anticipated rate of disposal/processing:

- \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or
- \_\_\_\_\_ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: \_\_\_\_\_ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_

ii. Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_

iii. Specify amount to be handled or generated \_\_\_\_\_ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: \_\_\_\_\_

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: \_\_\_\_\_

## E. Site and Setting of Proposed Action

**E.1. Land uses on and surrounding the project site**

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☐ Commercial ☒ Residential (suburban) ☐ Rural (non-farm)

☒ Forest ☒ Agriculture ☐ Aquatic ☒ Other (specify): Open fields

ii. If mix of uses, generally describe: \_\_\_\_\_

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	1.93	8.0	+6.07
• Forested	39.11	34.96	-4.15
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	2.57	0.65	-1.92
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	3.56	3.56	0
• Wetlands (freshwater or tidal)	23.94	23.94	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: _____			

Page 10 of 13

v. Is the project site subject to an institutional control limiting property uses? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>									
<ul style="list-style-type: none"> <li>• If yes, DEC site ID number: _____</li> <li>• Describe the type of institutional control (e.g., deed restriction or easement): _____</li> <li>• Describe any use limitations: _____</li> <li>• Describe any engineering controls: _____</li> <li>• Will the project affect the institutional or engineering controls in place? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></li> <li>• Explain: _____</li> </ul>									
<b>E.2. Natural Resources On or Near Project Site</b>									
a. What is the average depth to bedrock on the project site? _____ 150 feet									
b. Are there bedrock outcroppings on the project site? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span> If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ NA %									
c. Predominant soil type(s) present on project site: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Alluvium</td> <td style="width: 30%; text-align: right;">60 %</td> </tr> <tr> <td>Esker Gravel</td> <td style="text-align: right;">30 %</td> </tr> <tr> <td>Kame Sand and Gravel</td> <td style="text-align: right;">10 %</td> </tr> </table>		Alluvium	60 %	Esker Gravel	30 %	Kame Sand and Gravel	10 %		
Alluvium	60 %								
Esker Gravel	30 %								
Kame Sand and Gravel	10 %								
d. What is the average depth to the water table on the project site? Average: _____ 20 feet									
e. Drainage status of project site soils: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Well Drained:</td> <td style="width: 50%; text-align: right;">70 % of site</td> </tr> <tr> <td><input type="checkbox"/> Moderately Well Drained:</td> <td style="text-align: right;">_____ % of site</td> </tr> <tr> <td><input checked="" type="checkbox"/> Poorly Drained</td> <td style="text-align: right;">30 % of site</td> </tr> </table>		<input checked="" type="checkbox"/> Well Drained:	70 % of site	<input type="checkbox"/> Moderately Well Drained:	_____ % of site	<input checked="" type="checkbox"/> Poorly Drained	30 % of site		
<input checked="" type="checkbox"/> Well Drained:	70 % of site								
<input type="checkbox"/> Moderately Well Drained:	_____ % of site								
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f. Approximate proportion of proposed action site with slopes: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> 0-10%:</td> <td style="width: 50%; text-align: right;">75 % of site</td> </tr> <tr> <td><input checked="" type="checkbox"/> 10-15%:</td> <td style="text-align: right;">15 % of site</td> </tr> <tr> <td><input checked="" type="checkbox"/> 15% or greater:</td> <td style="text-align: right;">10 % of site</td> </tr> </table>		<input checked="" type="checkbox"/> 0-10%:	75 % of site	<input checked="" type="checkbox"/> 10-15%:	15 % of site	<input checked="" type="checkbox"/> 15% or greater:	10 % of site		
<input checked="" type="checkbox"/> 0-10%:	75 % of site								
<input checked="" type="checkbox"/> 10-15%:	15 % of site								
<input checked="" type="checkbox"/> 15% or greater:	10 % of site								
g. Are there any unique geologic features on the project site? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span> If Yes, describe: _____									
h. Surface water features.									
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>									
ii. Do any wetlands or other waterbodies adjoin the project site? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>									
If Yes to either <i>i</i> or <i>ii</i> , continue. If No, skip to E.2.i.									
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>									
iv. For each identified regulated wetland and waterbody on the project site, provide the following information: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">• Streams: Name 863-575, 863-577, 863-576</td> <td style="width: 50%;">Classification B, C</td> </tr> <tr> <td>• Lakes or Ponds: Name 863-576</td> <td>Classification C</td> </tr> <tr> <td>• Wetlands: Name Federal Waters, NYS Wetland, Federal Waters, Fe...</td> <td>Approximate Size NYS Wetland (in a...</td> </tr> <tr> <td>• Wetland No. (if regulated by DEC) K-103</td> <td></td> </tr> </table>		• Streams: Name 863-575, 863-577, 863-576	Classification B, C	• Lakes or Ponds: Name 863-576	Classification C	• Wetlands: Name Federal Waters, NYS Wetland, Federal Waters, Fe...	Approximate Size NYS Wetland (in a...	• Wetland No. (if regulated by DEC) K-103	
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• Wetlands: Name Federal Waters, NYS Wetland, Federal Waters, Fe...	Approximate Size NYS Wetland (in a...								
• Wetland No. (if regulated by DEC) K-103									
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span> If yes, name of impaired water body/bodies and basis for listing as impaired: _____									
i. Is the project site in a designated Floodway? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>									
j. Is the project site in the 100-year Floodplain? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>									
k. Is the project site in the 500-year Floodplain? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>									
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes:									
i. Name of aquifer: Principal Aquifer									

<p>m. Identify the predominant wildlife species that occupy or use the project site: _____</p> <div style="display: flex; justify-content: space-between;"> <span>White tailed deer _____</span> <span>Songbirds _____</span> </div> <div style="display: flex; justify-content: space-between;"> <span>Gray squirrel _____</span> <span>_____</span> </div> <div style="display: flex; justify-content: space-between;"> <span>Chipmunk _____</span> <span>_____</span> </div>	
<p>n. Does the project site contain a designated significant natural community? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p style="margin-left: 20px;">ii. Source(s) of description or evaluation: _____</p> <p style="margin-left: 20px;">iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> <li>• Currently: _____ acres</li> <li>• Following completion of project as proposed: _____ acres</li> <li>• Gain or loss (indicate + or -): _____ acres</li> </ul>	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing (endangered or threatened): _____</p> <p>Bald Eagles are present in Columbia County. None identified on project site.</p> <p>_____</p> <p>_____</p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing: _____</p> <p>_____</p> <p>_____</p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p> <p>_____</p>	
<p><b>E.3. Designated Public Resources On or Near Project Site</b></p>	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes, provide county plus district name/number: <u>COLU002, COLU010</u></p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p style="margin-left: 20px;">i. If Yes: acreage(s) on project site? _____</p> <p style="margin-left: 20px;">ii. Source(s) of soil rating(s): _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p style="margin-left: 20px;">ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p> <p>_____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. CEA name: _____</p> <p style="margin-left: 20px;">ii. Basis for designation: _____</p> <p style="margin-left: 20px;">iii. Designating agency and date: _____</p>	



e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? If Yes: i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site? If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? If Yes: i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    <input type="checkbox"/> Yes <input type="checkbox"/> No

#### F. Additional Information

Attach any additional information which may be needed to clarify your project.

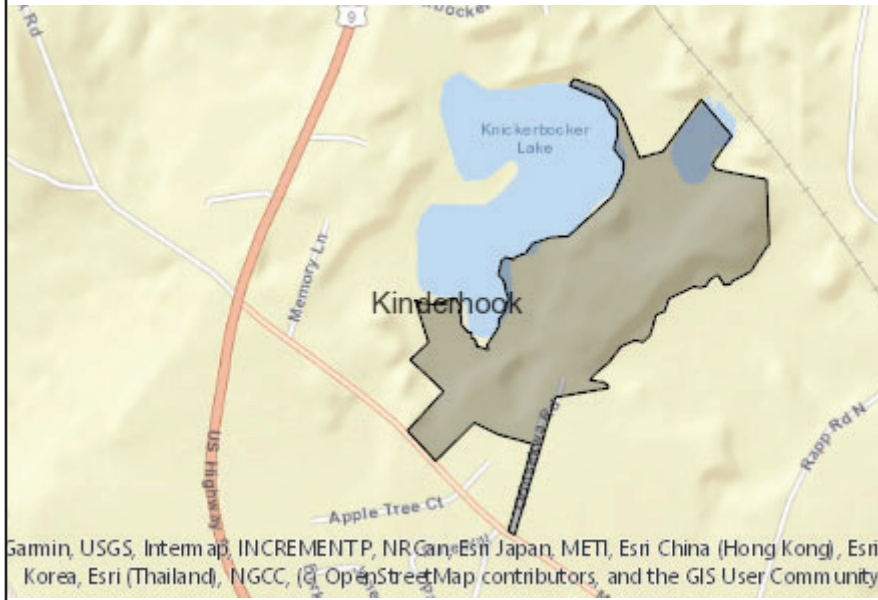
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

#### G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_



**Disclaimer:** The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	863-575, 863-577, 863-576
E.2.h.iv [Surface Water Features - Stream Classification]	B, C
E.2.h.iv [Surface Water Features - Lake/Pond Name]	863-576
E.2.h.iv [Surface Water Features - Lake/Pond Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters, NYS Wetland

E.2.h.iv [Surface Water Features - Wetlands Size]	NYS Wetland (in acres):150.5
E.2.h.iv [Surface Water Features - DEC Wetlands Number]	K-103
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.j. [100 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.k. [500 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Bald Eagle
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	Yes
E.3.a. [Agricultural District]	COLU002, COLU010
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

**SUN KINDERHOOK, LLC  
SUN RV  
KINDERHOOK, NEW YORK**

**ENVIRONMENTAL ASSESSMENT FORM NARRATIVE**

**Project Description:**

The project will consist of developing a “glamping” resort comprised of 90 separate structures approximately 400 SF in size. The development will also include a maintenance facility, pavilion, swimming pool, dock, and a 6,000 SF clubhouse. Several existing residential houses will be repurposed.

The development will occur on approximately 71 acres of land east of Knickerbocker Lake in the Town of Kinderhook, Columbia County.

Parcel	Size
13.-1-33.1	55.0 AC
13.-1-33.211	16.11 AC
<b>Total:</b>	<b>71.11 AC</b>

The location of the Parcels is presented on Figure 1.

The project site is currently developed with several houses with associated driveways and lawn areas. The balance of the project site is largely undeveloped forested land, vegetated fields and wetlands.

A Preliminary conceptual development plan is presented on Figure 2.

The individual camping units will be sized to accommodate from 1 to 4 people and will result in a maximum capacity of 200 guests and 20 employees when fully occupied. An additional 10 seasonal employees are anticipated during peak occupancy.

Access to the project site will utilize the existing driveway and road connection to Main Street (County Route 28).

**Water Supply:**

There are currently three residential drinking water wells at the project site. The existing wells are summarized as follows.

Well	Diameter	Depth to Bottom	Depth to Water	Stickup Height	Latitude	Longitude
1	6"	84.7'	24.58'	1.72'	42° 27.447' N	-73° 41.106' W
2	6"	39.5'	21.86'	3.0' below grade	42° 27.473' N	-73° 41.103' W
3	6"	33'	15.45'	1.2'	42° 27.508' N	-73° 41.151' W

Depths to bottom may not reflect the actual bottom of the well but may be the depth the pump is set.



Representatives of the property owner indicate that well #1 (southernmost) yields ~30 gpm as determined by the driller, W. Gordon Goold, the water is reportedly high in iron content. Well #2 (central) is reported to be low yielding. Well #3 (~40 feet from edge of Knickerbocker Lake) is referred to as the “commercial well” was reportedly used in the past for onsite cabins that have since been removed. The property owner’s representative indicates the well has not been in service since 1975.

Well 1 will be considered to serve as water supply for the project.

#### **Additional Well Installation:**

On November 12, 2021, an 88-foot deep, 6-inch diameter water well was completed in the southern portion of parcel #13.-1-33.1. The well was cased to 85 feet below ground surface (bgs) and equipped with a #40 slot well screen from 85-88 feet bgs. The screen was placed within the glaciofluvial coarse sand and fine gravel unit. An air lift technique was utilized to properly develop the well. A 72-hr constant rate pumping test was performed on the well during the week of December 13, 2021. The test was conducted at a constant flow rate of 28 gallons per minute (gpm). The well achieved stabilization within the first few minutes of pumping and remained stable throughout the duration of the pumping test. Subsequently, a drinking water sample was collected from the well and analyzed for parameters required by Subpart 5-1 of the State Sanitary Code.

An application will be submitted to the Columbia County Department of Health for approval of a public water supply with disinfection and water treatment for removal of Iron as may be required.

#### **Wastewater:**

The proposed development will generate up to 10,000 gpd of sanitary wastewater at full occupancy. On site wastewater treatment consisting of a setting tank and leachfield is proposed. The proposed design will conform with Part 75A of the NYSDOH public health of a permit application to the NYSDOH/CCDOH

#### **Traffic:**

The proposed development will provide destination camping. With 90 individual units, it is estimated there could be up to 90 individual passenger vehicles arriving or departing at various times during a typical week if fully occupied. These vehicles will not all arrive or depart at the same time. Rather, traffic will be spread over the week from morning into the early evening (i.e., typically from 7:00 am until 10:00 pm). This totals 15 hours per day. Assuming vehicles arrive and depart only on the weekend (which is unlikely), the total trips entering and exiting could potentially total 180 vehicles (90 vehicles arriving, 90 leaving). This would amount to an average of 6 vehicles per hour accessing Main Street (County Route 28). Thirty (30) additional employee vehicles working varying shifts may increase the traffic count by 3-5 vehicles per hour at shift changes.

#### **Noise:**

The proposed camping operation will not include parties, weddings, music and/or special events, or other mass gatherings which would generate noise. The bucolic and quiet setting will be maintained to enhance the camping experience. Initial development and construction will be temporary.

Other than grounds maintenance equipment, the use of mechanical equipment such as motorcycles, ATVs, snow mobiles, etc. is not proposed.

**Light:**

Only minimal security lighting at building entrances and along walkways is proposed. Such will be dark sky compliant consisting of shrouded, downcast fixtures.

The night sky will be presented to the maximum extent possible to enhance the camping experience and to facilitate stargazing.

**Wetland:**

Wetlands on the project site have been delineated and are shown on Figure 2. The project design avoids disturbance to wetlands, dock and walkway.

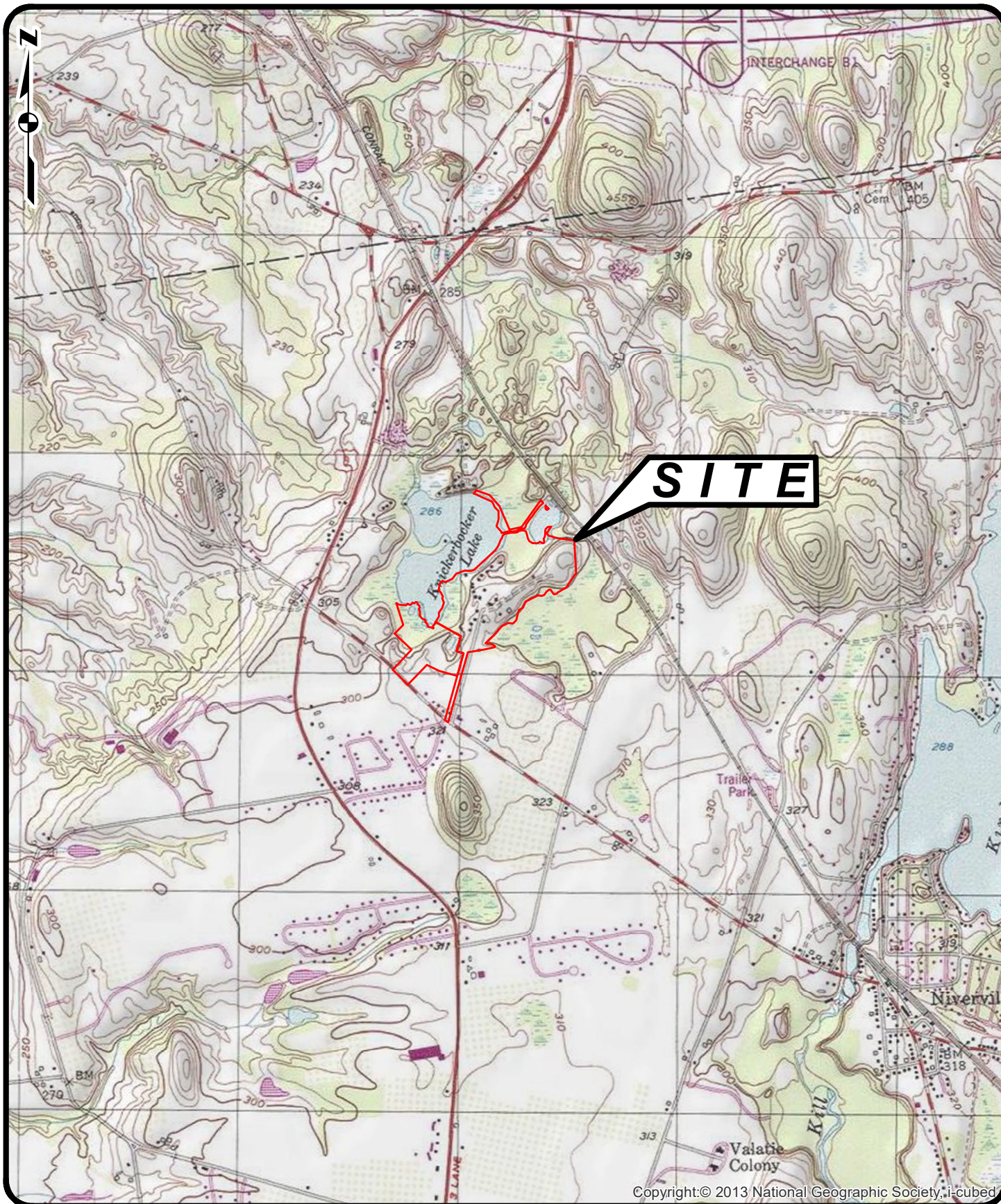
**Historic:**

The New York State Historic Preservation Office (SHPO) was consulted regarding the potential significance of structures at the site. Documentation of the consolidation resulted in a determination that the structures do not require preservation (see attached).

S:\Sterling\Projects\2021 Projects\Kinderhook - Sun Communities - 2021-53\Reports & Work Plans\SEQRA\2021-12-30\_Kinderhook\_EAF Narrative.docx

## **FIGURE 1**





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# STERLING

**Sterling Environmental Engineering, P.C.**  
24 Wade Road • Latham, New York 12110

**SITE LOCATION MAP  
SUN RV KINDERHOOK, NY  
COUNTY ROUTE 28**

TOWN OF KINDERHOOK

COLUMBIA CO., NY

PROJ.NO. 2021-53

DATE: 10/5/2021

SCALE: 1" = 2,000'

DWG.NO. 2021-53001G

FIGURE

1



## **FIGURE 2**

## **SHPO DOCUMENTATION**



## Parks, Recreation, and Historic Preservation

KATHY HOCHUL  
Governor

ERIK KULLESEID  
Commissioner

November 01, 2021

Timothy Clark  
Geologist  
Sterling Environmental Engineering, P.C.  
24 Wade Road  
Latham, NY 12110

Re: DEC  
Sun RV Kinderhook  
Orinsekwa Road, Kinderhook, NY 12106  
21PR06424

Dear Timothy Clark:

Thank you for requesting the comments of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the project in accordance with the New York State Historic Preservation Act of 1980 (Section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the OPRHP and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project. Such impacts must be considered as part of the environmental review of the project pursuant to the State Environmental Quality Review Act (New York Environmental Conservation Law Article 8) and its implementing regulations (6 NYCRR Part 617).

Based upon this review, it is the opinion of OPRHP that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project.

If further correspondence is required regarding this project, please be sure to refer to the OPRHP Project Review (PR) number noted above.

Sincerely,

A handwritten signature in black ink, reading "R. Daniel Mackay".

R. Daniel Mackay

Deputy Commissioner for Historic Preservation  
Division for Historic Preservation